



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s): Chua et al.
Application No.: 10/761,762

Filed: 01/21/2004

Title: DEVICE AND METHOD FOR
EMITTING OUTPUT LIGHT USING
GROUP IIB ELEMENT SELENIDE-
BASED PHOSPHOR MATERIAL

Attorney Docket No.: 70040065-1

Group Art Unit: 2872

Confirmation No.: 2866

PETITION UNDER 37 C.F.R. §1.47(a)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450
Attention: MS Missing Parts

Sir/Madam:

This is a petition to allow joint inventors, Janet Bee Yin Chua, Azlida Ahmad, Hisham Menkara and Christopher J. Summers, to make the above-identified patent application on behalf of themselves and joint inventor, Hwai Peng Choo.

Janet Bee Yin Chua, Azlida Ahmad, Hisham Menkara and Christopher J. Summers have assigned their interest in the above-identified patent application to Agilent Technologies, Inc. (hereinafter "Agilent") and PhosphorTech Corporation. Agilent has made a diligent, but unsuccessful, effort to obtain the signature of Ms. Hwai Peng Choo. A letter with a copy of the application was sent to Ms. Hwai Peng Choo at her last known address:

33-11-24, Jalan Pekaka 1
Taman Pekaka
11700 Penang, Malaysia

as evidenced by the copy of the letter, which is attached hereto as Exhibit A. The letter and the copy of the application were sent by Federal Express, as evidenced by the copy of the Federal Express label, which is attached hereto as Exhibit B. However, Ms. Hwai Peng Choo has not returned the signed Declaration contained in the mailing.

06/30/2004 HDEMESS1 00000022 501078 10761762

02 FC:1460 130.00 DA

In addition, the below named attorney of record has attempted to contact Ms. Hwai Peng Choo at her last known telephone number of 012-5673948 to no avail.

Respectfully submitted,

By Thomas H. Ham
Thomas H. Ham
Attorney at Law
Reg. No. 43,654

Date: 06/25/2004
Telephone No.: 925-249-1300

Agilent Technologies, Inc.
Legal Department, DL429
Intellectual Property Administration
P.O. Box 7599
Loveland, Colorado 80537-0599



WILSON & HAM
Patent Attorneys

May 21, 2004

VIA FEDEX (Tracking No. 7926 4578 9359)

Hwai Peng Choo
33-11-24, Jalan Pekaka 1
Taman Pekaka
11700 Penang, Malaysia

Re: PD No. 70040065-1
Title: DEVICE AND METHOD FOR EMITTING OUTPUT LIGHT
USING GROUP IIB ELEMENT SELENIDE-BASED
PHOSPHOR MATERIAL
Inventor(s): Chua et al.

Dear Hwai Peng,

On January 21, 2004, the above-identified patent application was filed with the United States Patent and Trademark Office (USPTO). You are listed as a co-inventor on this patent application along with Janet Bee Yin Chua, Azlida Ahmad, Hisham Menkara and Christopher J. Summers. A copy of the patent application, as filed, is enclosed for your record.

Your former employer, Agilent Technologies, Inc. has requested that you sign the enclosed "Declaration and Power of Attorney for Patent Application" and "Assignment of Patent Application." No other effort is anticipated on your part during the patent application process and you will be included as a named inventor if a patent is eventually issued from this application.

I have included a return label and a FedEx envelope that can be used to return the signed documents. All you need to do is place the label in the plastic sleeve and drop the envelope in any FedEx drop box. If you need help locating a drop box, I will be happy to locate one for you.

If you have any questions, please give me a call.

Sincerely,

Thomas H. Ham

EXHIBIT A

encl.: as noted above

From: Origin ID: LVKA* (925) 249-1300
 THOMAS H HAM
 WILSON & HAM
 1811 SANTA RITA ROAD
 SUITE 130
 PLEASANTON, CA 94566
 UNITED STATES



Ship Date: 21MAY04
 Actual Wgt: 1 LB
 System#: 2442875/INET1800
 Account#: S *****

Total Weight: 1 LB

SHIP TO: 0125673948

BILL SENDER

Hwai Choo

33-11-24, Jalan Pekaka 1
 Taman Pekaka
 Penang, 11700
 MALAYSIA MY

REF: PD No. 70040065-1
 DESC-1: Patent Documents
 DESC-2:
 DESC-3:
 DESC-4:
 SED: NDR30.55(h)
 COUNTRY MFG:
 CARRIAGE VALUE: 0.00 USD
 CUSTOMS VALUE: 0.00 USD
 T/C: S 272904669 D/T: R
 SIGN: THOMAS H HAM
 EIN/VAT:

IP ENVELOPE

TRK# 7926 4578 9359 FORM 0430

PEN AM

11700

--MY

W4 PENNA



These commodities, technology, or software were exported from the United States in accordance with the export administration regulations. Diversion contrary to United States law prohibited.
 The Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract.

CONSIGNEE COPY - PLEASE PLACE IN POUCH

Shipping Label: Your shipment is complete. This shipping label constitutes the air waybill for this shipment.

1. Use the "Print" feature from your browser to send this page to your laser or inkjet printer. Fold the printed page along the horizontal line.
2. Place 2 originals of the shipping label in the pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

LEGAL TERMS AND CONDITIONS OF FEDEX SHIPPING DEFINITIONS. On this Air Waybill, "we", "us", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill, AIR CARRIAGE, including any NOTICE. For any international shipments by air, the Warsaw Convention, as amended, may be applicable. The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION OF LIABILITY. If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, insofar as the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, force of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The validity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38123, USA, is the first carrier of this shipment. Email address located at www.fedex.com

BEST AVAILABLE COPY

EXHIBIT B